Proposals for Hay and Straw.

QUARTERS DEPT. OF THE MISSOURI, OFFICE OF CHIEF QUARTERMASTER, LEAVENWORTH, KAS., May 2, 1885.

SEALED PROPOSALS, in triplicate, subject to usual conditions, will be received at this office and at the office of the post quartermasters, at the posts named below, until 12 o'clock, noon, central standard time, Saturday, June 1, 1885, at which time and place they will be opened in the presence of such bidders, for furnishing and delivering during the fiscal year beginning July 1, 1885, hay and straw, at Forts Leavenworth and Hays, Kas; of hay at Forts Riley, Sill and Supply, I. T., Fort Worth, Tex., and Fort Lyon; and the Cantonment on the Uncompahgre, Col.; and for hay at points on the Atchison, Topeka & Santa Fe railroad, between Valley Falls and Hutchinson, Kas.

Blank proposals and printed circulars, giving full information, will be furnished on application to this office, or to the quartermasters at the posts named.

The government reserves the right to reject any or all bids. Preference given to articles of domestic production and manufacture, conditions of price and quality being equal, and such preference given to articles of American production and manufacture on the Pacific coast to the extent of the consumption required by the public service there.

Envelopes containing proposals should be marked "Proposals for ——— at ———," and addressed to the undersigned or to the quartermasters at the posts named above.

JAMES GILLISS,
Major and Quartermaster, U. S. A.,
Chief Quartermaster.

MIDLOTHIAN.

Special.

MIDLOTHIAN, TEX., May 6.—Thursday and Friday, the 28th and 29th of May are the days set for the examination and closing exercises of the Polytechnic academy, Midlothian.

Hon. L. M. Lewis of Dallas will deliver the annual address on the 29th.

SUPREME COURT.

Synopsis of Decisions Rendered at the Austin Sitting of the Supreme Court

Made Up From the Full and Official Report of the Rulings and Opinions Rendered.

The Damage Suit of Wood Versus Huffman of Tarrant County Reversed and Remanded.

Compiled for the Gazette.

Sanger Bros. vs. Overmier & O'Neal, from Parker county. The appellees, being merchants and purchasers in Parker county, in September, 1881, became indebted to the appellants in the sum of $1600, payable in December, 1881. In October, 1881, the appellants brought suit by attachment in Parker county, alleging the residence of said appellees to be in said Parker county. When the suit was brought the appellees lived in V. county. In April, 1882, O'Neal pleaded in abatement his privilege to be sued in V. county. In November, 1882, Overmier filed a general denial to the action. It was admitted that the partnership of the appellees was dissolved long before the filing of this last answer, other parties having obtained valid attachments subsequent in date to that of appellants, intervened in this suit, claiming the attachment of appellants to be void, and that their attachment should be satisfied out of these goods and that Parker county had no jurisdiction in the case. The jury returned a verdict in favor of O'Neal, and that the court had no jurisdiction, whereupon the court adjudged against appellants and released the property from their attachment and sustained the subsequent attachments. It is apparent that although the partnership of the appellees had been dissolved previous to Overmier's answer, appearance and defense, yet the partnership debts had not been paid. Held, that the debt of the appellants and those of the intervenors were still outstanding against the firm. Under such circumstances the service of citation upon one partner will authorize a judgment against the partnership property. Railway company vs. McGaughey, 4 Texas L. R. 293; 4 Texas 193. The court below had jurisdiction by reason of Overmier's answer. Reversed and remanded.

Lovejoy vs. F. C. & J. Vallandigham, from Wise county. The word "dollars" is omitted in the note sued on, but the figures and dollar mark are in the body of the note at the proper place to make it read in substance and to mean the same thing as two hundred dollars. The note as copied into the petition recites the word "dollars." Held, that the variance is immaterial (3 Tex, 210.) The contingency upon which the cow taken in part payment of the land was to be valued at $30 did not arise, and it having been agreed that in that event she was to be valued at only $20, it was not error for the court to include the $10 difference, which was part of the purchase money of the land, in the sum for which the lien was foreclosed. A bill of exceptions reserved to the reception or rejection of evidence to be sufficient to command the attention of this court must state the very ground of the objection. That objection was interposed will not suffice. That the judge who entered up the judgment heard evidence for more specifically describing the land, than did the note on which the suit was brought, was not error. Affirmed.

Clark & Bro. vs. Mittenthal, from Tarrant county. The application which was overruled did not contain the statements made necessary by statute for a second application for continuance, and the same was properly overruled. The testimony of the witness S. related to declarations made by the B.'s, as to their fraudulent intentions which were made long before the defendants became purchasers of the goods at United States marshal and sheriff's sales, under process against the B's. Ordinarily (and in this case) such declarations would not be admissable against a purchase. That the property may have been sold in bulk, or that the proper notices of sale may not have been given, would have constituted no ground for holding, in a collateral providing that purchasers, if they bought in good faith, did not acquire title. (5 Tex, 298; 13 Id 598; 15 Id. 304; 27 Id. 593, Free on Ex. 286, 296.) If there were irregularities in the sales which would have authorized the setting of them aside they could be reached only by proceedings instituted by proper persons for that purpose to which the parties to the suit under which the sales were made as well as the purchasers were parties. (27 Tex. 603; 40 Tex. 153; Free on Ex., 305 6.) The burden of proof was on appellants to show that the goods were not bought and paid for by the appellees with their own money. The evidence shows no conspiracy between the appellees and the B's to defraud appellants. Affirmed.

The Texas & Pacific Railway Company vs Baird, from Parker county. The caption of the record states that the term of the court at which the trial of this cause occurred, adjourned on the — day of March, 1884. The last proceeding in the cause, which must necessarily have occurred in term time, viz., the order overruling the motion for new trial, bears date the 6th day of March, 1884. The appeal bond was filed and approved March 31, 1884, more than twenty days thereafter. It does not therefore affirmatively appear from the record that this court has jurisdiction of this appeal. It has been our uniform rule not to entertain jurisdiction under such circumstances, though no motion to dismiss has been filed. The appeal is dismissed. Dismissed.

Wood vs. Huffman, from Tarrant county. This suit was originally for the value of property wrongfully converted by the defendant. Subsequently, by amended petition, it was changed into a suit for damages for the wrongful seizure and sale for a nominal price of the property under attachment to satisfy a debt. Such would amount to a new cause of action, and subject the plaintiff to costs of suit accruing down to the filing of the amendment. In passing upon the special demurrer setting up limitation, time must be computed from the accrual of the cause of action down to the filing of the amendment. The right to set up a new cause of action subject to the payment of costs, and to the right of the defendant to plead any defense accruing down to the date of the pleading changing the nature of the suit, is settled beyond question. It will require the lapse of two years to bar an action of this character. The property in this case was seized on December 12, 1882. The awarded petition was filed December 9, 1882. Held, that the action was not barred by limitation, and the special demurrer was erroneously sustained. An attachment is wrongfully sued out when the grounds upon which it is predicated do not exist, and the defendant in attachment is entitled to recover whatever actual damages he has sustained by reason of the attachment so wrongfully sued out. The petition denies, and alleges to be untrue, the grounds alleged in the affidavit for attachment, viz: that the plaintiff was seeking to remove his property to defraud his creditors. The suit was for actual damages only, and alleged the value of the attached property to be $1400, which at the attachment sale brought but $45. That the appellant was damaged in large amount by the unlawful seizure is therefore apparent. Appellant not claiming damages for the malicious prosecution of the attachment suit, the rule that an attachment plaintiff, when sued for malicious attachment, is not confined in his defense to showing the facts on which he sued out attachment existed and amounted to, probable cause, etc., does not apply. Appellant, upon establishing the other allegations of his petition, would be entitled to recover actual damages, whether or not he strictly complied with the statute regulating suits by publication. Reversed and remanded.

Anderson vs. Boyd, from Ellis county. Both the original and the amended petition set up as the cause of action, a judgment recovered against A. by B, the one asserting that the judgment was in force and the other that it was dormant, did not make different causes of action, but stated mere legal conclusions of the pleader which were to be determined by the court. Limitation ceased therefore to run against the judgment when the original petition was filed, and ten years not having elapsed the cause of action was not barred. In 58 Texas, 452, it was held that under the laws in force when this judgment was obtained, scire facias might be sued out on a judgment which, though not dormant, had lost its lien. This case is similar to that. An attorney has no right to receive, of his own motion, on behalf his client, claims in satisfaction of a judgment, and the only effect such action of the attorney could have, would be to require of the judgment creditor due diligence in the collection of the claims and the application of the proceeds of the same towards diminishing the amount of his judgment. (26 Tex. 730.) Affirmed.

Weibusch et al. vs. Taylor, administrator, from Falls county. That an amended petition set up a new cause of action, is not a fatal objection. Its effect was merely to subject the plaintiff to the costs accrued up to that time, and admitted all defenses which might have existed had the new been the original cause of action. It is no objection to a petition, under our system of practice, that it asks alternative relief, if each character of relief sought is appropriate to the pleadings in the cause. It was properly held in 3 Tex. 210, that to constitute a fatal variance (between the description of a note in the petition and the note sued on) the misdescription must be such as to mislead or surprise the adverse party, otherwise it should be disregarded by the court. This has been held to be the rule even when the plaintiff has, as in this case, assumed to give an exact copy of the note. The petition in this case omitted the words "of est of," but the pleading is ample to show the note sued on and the note offered in evidence to be the same. (See also 42 Tex., 248.) The action of the trial court in adjusting costs cannot be, for the first time, called in question in this court. Affirmed.

CRAWFORD.

Illegal Whisky Sellers Not Prosecuted in a Local-Option Town.

Special.

CRAWFORD, TEX., May 5.—Quite an amount of interest was manifested at the meeting of the Local-Option alliance last night over resolutions passed to the effect that our county attorney had failed to do his duty in prosecuting parties for selling whisky illegally in the local-option limits. An election was held in 1884, and the result of the election was not published in the Waco Examiner, which our attorney claims has to be done before prosecutions can be made. The local-option law prevailed here five years before the election of 1884, and each succeeding election was won with an increasing majority. There is considerable difference of opinion in regard to this matter. Some think from the fact that the elections prior to 1884 were legal our county attorney could have prosecuted under our old law in case the last election was regarded as a farce. It is a question whether the late election destroys all law formerly in force."

Dr. A. M. Armstrong was nominated as a delegate to attend the Dallas state prohibition convention by a unanimous vote of the organization.

ABILENE.

Wool Receipts for the Season Expected to Amount to Four and a Half Million Pounds.

A New Industry in the Shape of a Tile Factory Under Construction—Other Improvements.

The Jury Disagrees in the Case of Prof. White of Buffalo Gap—The Trial Postponed.

Special.

ABILINE, TEX., May 6.—A band of cattle thieves entered the stock yards east of the city last night and drove away a herd of cattle belonging to Peirce. To-day a posse of well-armed officers started in pursuit and will endeavor to make the desperadoes surrender. They are supposed to be moving towards the Indian territory.

Wool is coming into the city at a lively rate. Before 9 o'clock on Monday thirty wagons arrived and unloaded their cargoes at the three large establishments which do the business of the city in that line. The receipts so far are largely in excess of the receipts up to the same time last year and some buyers claim that the total amount that will be handled before the close of the season will be about four million five hundred thousand pounds, a much larger amount than was handled last year. The city for the last two seasons has been the second wool market of the state, as statistics from reliable sources plainly show. San Antonio is the first. There are now four buyers in addition to the local men and a new house will be opened on Chestnut street, the new and rapidly growing South Side thoroughfare, in a few days, and things from this time on promise to be exceedingly lively. The outside buyers are from Boston and Philadelphia.

A new industry in the shape of a tile factory has been started in the city by J. M. Archer, a native of the British Islands, but who has been some years prominent as a contractor in West Texas. The factory is situated a short distance beyond the western limits of the city and near the railroad track, to which in the future it will be connected by a side track. The factory will be run in connection with a large brick-making establishment now owned by Mr. Archer, and which now gives employment to about twenty-five men. The factory will be superintended by Mr. Thomas Shanley, an experienced Chicago contractor and brick-maker, and if the enterprise is found to pay tiles will be made for shipment to other points in the state. The enterprise was suggested by the peculiar quality of clay found in the vicinity.

The trial of Prof. W. H. White of the Buffalo Gap high school for casting reflections on the character of C. M. Kinsle of that place, took place Saturday. County Attorney Hardwicke appeared for the prosecution. The jury disagreed and the case was deferred until the coming Saturday. Both parties are highly respected and the affair is deeply regretted at the lovely little village.

Several car-loads of pipe have arrived in the city in the past few days and the water-works are building as fast as possible. An engine is now on the road. The pipes will be laid through all of the principal streets at once, and extended in the future to meet the demand of the population.

The Concho house, long one of the best-known and most popular hotels of West Texas, has been taken by Mrs. Bertha Benson, formerly proprietress of the Furgerson house, Tyler. The hotel has been thoroughly fitted up and painted and will have a first-class restaurant attached and be conducted on the European plan. Mrs. Benson has changed the name to the Cleveland house.

The new hotel building by Col. William H. Johnson of Illinois, the well-known capitalist, is also approaching completion.

The city will soon have a first-class opera-house, an enterprise long needed.

Indians Sentenced to be Hanged.

FORT SMITH, ARK., May 6.—In the United States circuit court to-day, James Armie and William Parchmeal, full-blooded Cherokees, were sentenced to be hanged June 27, for the murder of Henry Feigel, an old Swiss traveler. The crime was committed in the Indian territory twelve years ago, for Feigel's money.

YEARLY EXPENDITURES—UNITED STATES.

Christian Mission, Home and Foreign,	$ 5,500,000
Public Education,	92,000,000
Sugar and Molasses,	155,000,000
Boots and Shoes,	196,000,000
Cotton Goods,	210,000,000
Sawed Lumber,	233,000,000
Woolen Goods,	237,000,000
Iron and Steel,	290,000,000
Meat,	303,000,000
Bread,	595,000,000
Liquor,	900,000,000

To the Editor of THE GAZETTE:

Since you have given assurance that the weight of your paper shall be upon the side of temperance, reform and economy I give you the above for insertion. The diagram black lines show comparatively the amounts of money expended. It will be observed that bread and meat cost $808,000,000, liquor $900,000,000, or $92,000,000 more than for the two staples of life, nearly as much for liquor as for iron and steel, woolen goods and sawed lumber all together. Setting down public education at $90,000,000, whiskey costs ten times as much.

A. H.

FORT WORTH, May 5, 1885.